Terms and Conditions

1. Fuel Surcharge

A fuel surcharge will be applied to each valet depending on the location of the valet service. This surcharge is calculated on a case-by-case basis and is not included in the package price.

2. Vehicle-Specific Package

Each valet package is assigned to a single vehicle at the time of purchase. The package is non-transferable to other vehicles except under specific conditions outlined below.

3. Transfer of Package

The valet package may only be transferred to a different vehicle in the following circumstances:

- The owner exchanges the original vehicle for a new vehicle and wishes to apply the remainder of the valet package to the replacement vehicle.
- The original vehicle has been sold, destroyed, or permanently retired from use. Proof of sale, destruction, or de-registration may be required in such cases.

Note: The package cannot be freely transferred between multiple vehicles during its validity. A one-time transfer is allowed only in the aforementioned cases.

4. Vehicle Size Changes and Adjustments

In the event that the vehicle for which the valet package was purchased is replaced with a vehicle of a different size category, the price of the remaining valets within the package will be adjusted accordingly, subject to the following conditions:

4.1. Discounted Price Per Valet:

Each valet package is sold at a discounted rate based on the total number of valets purchased (3, 6, 9, or 12). The discounted price per valet is calculated by applying the relevant discount to the standard valet price for the designated vehicle size at the time of purchase.

For reference:

- Small Vehicle: Standard price £40 per valet
- Medium Vehicle: Standard price £50 per valet
- Large Vehicle: Standard price £60 per valet

Discounts are applied as follows:

- o 3-valet package: 5% discount
- o 6-valet package: 10% discount
- o 9-valet package: 12% discount
- 12-valet package: 17% discount

4.2. Upgrading to a Larger Vehicle:

In the event that the original vehicle is replaced with a larger vehicle, an additional charge will be applied to reflect the increased cost of valeting the larger vehicle. This charge will be based on the difference between the discounted price per valet for the original vehicle size and the discounted price per valet for the new, larger vehicle size, multiplied by the number of valets remaining in the package at the time of the vehicle change. The formula for calculating the additional charge is as follows:

Additional Charge = (Discounted price per valet for new vehicle size – Discounted price per valet for original vehicle size) × Remaining Valets

4.3. Downgrading to a Smaller Vehicle:

In the event that the original vehicle is replaced with a smaller vehicle, a partial refund will be issued to reflect the reduced cost of valeting the smaller vehicle. This refund will be calculated based on the difference between the discounted price per valet for the original vehicle size and the discounted price per valet for the new, smaller vehicle size, multiplied by the number of valets remaining in the package at the time of the vehicle change.

The formula for calculating the refund Is as follows:

Refund = (Discounted price per valet for original vehicle size – Discounted price per valet for new vehicle size) x Remaining Valets

4.4. Applicability of Adjustments:

Adjustments in price, whether by additional charge or refund, will be applied only to the remaining unused valets in the package at the time of the vehicle size change. The customer must notify the company of the vehicle size change and provide any relevant documentation if requested. The company reserves the right to review the circumstances and determine the appropriate charge or refund.

5. <u>Reward Incentives for Multi-Purchase Packages</u>

Customers who purchase a multi-valet package are eligible for the following rewards based on the size of the package purchased:

• 6-valet package:

One of the discounted valets will be upgraded to a deluxe valet free of charge.

• 9-valet package:

One valet is free, and the customer will receive a complimentary 7-month ceramic wax protection.

• 12-valet package:

Two valets are free, and the customer will receive a complimentary 12-month wax protection.

Note: These rewards are non-transferable and must be applied to the vehicle originally designated at the time of package purchase, unless the vehicle is replaced under the terms outlined in Section 3.

6. Loyalty Card System

The loyalty card system is designed to reward regular customers who may not wish to commit to a larger multi-purchase package. The following terms apply to the loyalty card system:

- \circ $\;$ Each valet service purchased equals one stamp on the loyalty card.
- Upon receiving **5 stamps**, the customer is eligible for a **free upgrade to a deluxe valet**. This upgrade must be redeemed within **12 months** of achieving 5 stamps.
- Upon receiving **10 stamps**, the customer is eligible for a **free 7-month ceramic wax protection**. This reward must be redeemed within **12 months** of completing the loyalty card.
- The rewards from the loyalty card can be applied to **one vehicle** at the time of redemption.

7. Non-Refundable & Expiry

Once purchased, the valet package is non-refundable (except for adjustments due to vehicle size changes as outlined above). All packages and rewards (whether from multi-valet packages or loyalty cards) are valid for **12 months** from the date of purchase or completion of the loyalty card, and any unused valets or rewards will expire after this period. Any unused valets or rewards remaining after this period will be considered **expired** and **unusable**. No extensions or refunds will be provided for unused services beyond the 12-month period.

8. Service Availability

Valet services must be scheduled in advance and are subject to availability. The company reserves the right to adjust scheduling or cancel appointments due to unforeseen circumstances, such as weather conditions.

9. Cancellation and Rescheduling Policy

9.1. Cancellation Policy:

- **Notice Required**: Customers must provide at least **24 to 48 hours' notice** if they wish to cancel or reschedule a valet service.
- Late Cancellation Fee: If a cancellation is made with less than 24 hours' notice, a fee of 25-50% of the total service price will be charged. This helps cover potential lost business from the booking slot.
- **Same-Day Cancellation**: For same-day cancellations (less than **12 hours** notice), the full-service price will be charged.
- **No-Show Policy**: If the customer does not show up or is unavailable at the scheduled time without prior notice, the full-service price will be charged.

9.2. Rescheduling Policy:

- **Rescheduling Notice**: Customers can reschedule their appointment without penalty if they provide at least **24 to 48 hours' notice**.
- **Late Rescheduling Fee:** If a customer reschedules within **24 hours** of the appointment, a fee of **10-20%** of the total service price may apply.
- Same-Day Rescheduling: Same-day rescheduling may be subject to availability, and a fee of 25% of the service price may apply if changes are made less than 12 hours before the scheduled time.

9.3. Company Cancellations:

 In the event the company must cancel or reschedule a valet service due to unforeseen circumstances (e.g., weather conditions, emergencies), the customer will be notified as soon as possible and given the option to reschedule without any fees. The company is not responsible for any indirect losses due to cancellation or rescheduling.

9.4. Force Majeure:

• Neither the company nor the customer will be liable for cancellations due to force majeure events, such as extreme weather, accidents, or other unforeseen incidents beyond control.

10. Liability and Damages Policy

10.1. Initial Vehicle Inspection:

- Prior to commencing any valet service, Finer Touch Valeting will conduct an initial inspection of the vehicle to identify any pre-existing damage. This inspection will be carried out with either:
 - The vehicle owner present, or
 - A report of the inspection being conveyed to the owner, including photographic evidence where applicable, to document the vehicle's condition prior to service.
- The inspection will cover the exterior and interior of the vehicle, and any existing damage (such as scratches, dents, scuffs, or upholstery damage) will be recorded.
- By agreeing to the valet service, the customer acknowledges and accepts the findings of the inspection report.

10.2. Insurance Coverage:

- Finer Touch Valeting is fully insured with **Simply Business**, covering liabilities that may arise during the provision of our valet services.
- Our insurance covers damage directly caused by our staff during the valet, up to the limits specified in our policy. This coverage applies only to damage resulting from negligence or improper handling of the vehicle during the valet service.

10.3. Limitations of Liability:

- Finer Touch Valeting is not liable for any **pre-existing damage** to the vehicle, as identified in the initial inspection report.
- We are not responsible for damage caused by wear and tear, mechanical or electrical failure, or any issues that arise independently of the valet service (e.g., malfunctioning locks, mirrors, or electronics).
- Any damage reported to us after the valet service that was not identified in the initial inspection will not be covered unless it can be conclusively demonstrated that it occurred during the service.

• The company is not responsible for damage to **personal items** left in the vehicle during the valet. Customers are advised to remove valuables and personal items before the valet begins.

10.4. Customer's Responsibility:

- The customer is responsible for ensuring the vehicle is in **working order** and fit to be valeted. Any mechanical or electrical issues should be reported to us prior to the service.
- In the event that the customer fails to report such issues and damage occurs as a result (e.g., damage caused by faulty locks or windows), Finer Touch Valeting will not be held liable.

10.5. Claims and Reporting Damages:

- Any claims for damages must be reported to Finer Touch Valeting within **24 hours** of the valet service being completed.
- Claims should include supporting evidence, such as photographs, to help us assess the situation.
- Finer Touch Valeting will conduct an investigation, and if the claim is found to be valid, we will proceed with compensation or arrange for repairs as per our insurance policy.

10.6. Third-Party Liability:

- Finer Touch Valeting is not responsible for damages caused by third parties (e.g., accidents while the vehicle is in transit to or from the valet location, or damages caused by other vehicles in shared spaces).
- Our liability is limited to actions directly performed by our employees during the valet process.

10.7. Force Majeure:

• Finer Touch Valeting is not liable for damages or service delays caused by events beyond our control, including but not limited to acts of nature (e.g., storms, floods), accidents, or other force majeure events.

11. Privacy Policy

11.1. Introduction

At **Finer Touch Valeting**, we are committed to safeguarding and preserving your privacy when you visit our website or communicate electronically with us. This Privacy Policy explains how we collect, use, and protect the information that you provide to us, in compliance with applicable data protection laws.

11.2. Information We Collect

We collect and process the following types of personal information when you submit forms via our website or engage with our services:

Full Name

- Email Address
- Vehicle Make and Model
- Any other information voluntarily submitted through our contact forms or communication channels (e.g., phone number, address).

11.3. How We Use Your Information

We use the personal information collected for the following purposes:

- **Providing Valet Services**: To process your booking, schedule valet appointments, and provide the requested services.
- **Communications**: To respond to inquiries, send confirmations, and keep you informed about the status of your valet booking.
- Service Improvements: To understand customer needs and improve our services based on feedback or customer preferences.
- **Marketing**: With your consent, we may use your email address to send promotional materials or special offers about our services. You can opt out of receiving these communications at any time by following the instructions provided in the email or contacting us directly.

11.4. How We Share Your Information

Finer Touch Valeting does not sell, trade, or otherwise transfer your personal information to outside parties, except in the following cases:

- **Service Providers**: We may share your information with trusted third-party service providers who assist us in delivering our services (e.g., payment processors, IT support) and who are bound by confidentiality agreements.
- Legal Requirements: We may disclose your information if required to do so by law, or in response to a valid legal request by authorities.

11.5. Data Security

We take the security of your personal data seriously and have implemented appropriate technical and organizational measures to prevent unauthorized access, loss, or misuse of your information. These measures include secure data storage, encrypted transmission of information, and access control policies to safeguard the information we collect online.

11.6. Data Retention

We will only retain your personal information for as long as necessary to fulfil the purposes for which it was collected, or as required by law. Personal information related to a valet booking will be kept for a period of **6 years** after the service date for record-keeping and legal purposes. Marketing consent data will be retained until you withdraw your consent.

11.7. Your Rights

Under data protection laws, you have several rights regarding your personal data, including:

• **Right to Access**: You can request a copy of the personal data we hold about you.

- **Right to Rectification**: You can request correction of any inaccurate or incomplete information.
- **Right to Erasure**: You can request that we delete your personal data when it is no longer necessary for the purposes it was collected.
- **Right to Restriction**: You can request the restriction of processing your personal data under certain conditions.
- **Right to Data Portability**: You can request that your personal data be transferred to another service provider in a commonly used format.
- **Right to Object**: You can object to the processing of your data for marketing purposes at any time.

To exercise any of these rights, please contact us using the contact details provided below.

11.8. Cookies

Our website may use cookies to enhance your browsing experience. Cookies are small files stored on your computer's hard drive that help us understand how visitors use our website and allow us to tailor our services accordingly. You can manage or disable cookies in your browser settings, but please note that some features of the website may not function properly without cookies.

11.9. Third-Party Links

Our website may contain links to third-party websites. We are not responsible for the privacy practices or the content of those websites. Please review their privacy policies before submitting any personal data to third-party sites.

11.10. Changes to This Privacy Policy

We reserve the right to update this Privacy Policy from time to time to reflect changes in our practices or legal obligations. Any changes will be posted on this page, and where appropriate, notified to you by email. Please review this page periodically to stay informed about how we are protecting your data.

11.11. Contact Us

If you have any questions or concerns regarding this Privacy Policy, or if you wish to exercise your data protection rights, please contact us at:

- Finer Touch Valeting
- Email: Finertouchvaleting@hotmail.com
- **Phone**: 07752461198

12. <u>Complaints Procedure</u>

At **Finer Touch Valeting**, we strive to provide excellent service to all our customers. However, if you are dissatisfied with any aspect of our service, we encourage you to submit a formal complaint so that we can address your concerns and take appropriate action.

12.1. Submitting a Complaint:

- All complaints must be submitted in writing to our dedicated email address: [Insert email address]. This allows us to keep a clear and accurate record of all complaints for monitoring and resolution purposes.
- Please provide as much detail as possible regarding your complaint, including:
 - Your full name
 - Contact details (email, phone number)
 - Date and time of the service
 - Vehicle details (make, model, and registration number)
 - A detailed description of the issue or concern
 - Any supporting evidence, such as photographs or documentation, if applicable.

12.2. Acknowledgement of Complaint:

Once we receive your complaint, we will send you an acknowledgment email within
 48 hours to confirm that your complaint has been received and is being reviewed.

12.3. Investigation and Resolution:

- We will thoroughly investigate the complaint and aim to provide a full response within
 7 business days of the initial complaint. During this time, we may contact you for further information or clarification if needed.
- Depending on the nature of the complaint, the outcome may involve:
 - A formal apology
 - Rectification of the issue (e.g., re-performing the valet service)
 - Compensation or reimbursement, if deemed appropriate
 - An explanation of why the issue occurred and the steps taken to prevent it from happening again.

12.4. Escalation:

 If you are not satisfied with the resolution provided, you may escalate your complaint by responding to the email with your concerns. The matter will then be reviewed by a senior member of our team, and a final decision will be communicated within 14 business days.

12.5. Final Decision:

- Once the investigation is complete, and a resolution is offered, the decision made by Finer Touch Valeting will be final and binding. There will be no further escalation or review of the decision.
- We are committed to ensuring a fair investigation process, and our final decision is made in the best interest of both the customer and the company.

12.6. Customer Conduct:

- Finer Touch Valeting expects all customers to engage with our staff in a respectful and civil manner throughout the complaints process.
- **Aggressive, abusive, or threatening behaviour** towards any member of our team will not be tolerated. If such behaviour is exhibited:
 - The investigation of the complaint may be **suspended** until the issue is resolved.
 - In severe cases, we reserve the right to **terminate the complaint process** without resolution.
 - Any threats or behaviour that could be deemed harmful may result in the involvement of **legal authorities** or **third-party security** services if necessary.
- We value mutual respect and encourage open and respectful dialogue to resolve complaints.

12.7. Record-Keeping:

• All complaints are recorded and retained for **12 months** for monitoring purposes. This helps us identify areas for improvement and ensures we maintain a high standard of service.

13. Payments Section

13.1. Multi-Valet Package Payments:

• Payment for multi-valet packages is required **upfront and in one payment** before the service can begin.

13.2. Single Valet Payments:

- Payment for single valet services must be made prior to, during, or immediately after the valet service. "Immediately after" refers to payment being completed within 3 hours of the conclusion of the valet service.
- If the customer requires an **invoice**, payment must be received **within 24 hours** of the conclusion of the valet service.

13.3. Accepted Methods of Payment:

• Cash or bank transfer are the only accepted methods of payment.

13.4. Consequences of Late Payments:

- In cases of late payment, **services will be suspended** until the outstanding balance is paid in full.
- \circ $\;$ Late payments will incur additional charges as follows:
 - £15 charge if payment is not made within 7 days of the due date.
 - **£30 charge** if payment is not made within **14 days** of the due date.

13.5. Failure to Pay:

If payment remains outstanding for more than 14 days, Finer Touch Valeting reserves the right to pursue legal action to recover the outstanding balance, including any additional costs incurred as part of the recovery process. These may include, but are not limited to, legal fees, collection agency costs, and court fees.

14. Force Majeure Clause

Finer Touch Valeting shall not be liable for any failure to perform, or delay in the performance of, any of our obligations under these terms and conditions if such failure or delay is caused by events beyond our reasonable control, including but not limited to:

- Acts of God (e.g., floods, fires, earthquakes, storms, or other natural disasters)
- Pandemics or epidemics
- War, civil unrest, hostilities (whether declared or not), invasion, or terrorist activity
- **Government actions**, regulations, or restrictions (e.g., lockdowns, travel bans, or mandatory closures)
- Strikes, labor disputes, or industrial action
- Failure of public or private transportation networks
- Failure of public or private utilities, including electrical failure, internet outage, or lack of water supply
- Any other unforeseen event beyond the reasonable control of Finer Touch Valeting

14.1. Obligations During Force Majeure Events

- During any period in which a force majeure event occurs, Finer Touch Valeting will make all reasonable efforts to mitigate the effects of the event and resume normal service as soon as reasonably possible.
- If the force majeure event continues for a prolonged period, Finer Touch Valeting reserves the right to cancel or reschedule any affected services.

14.2. Customer Notification

- We will make reasonable efforts to notify customers of any cancellations or delays due to a force majeure event as soon as possible.
- If services cannot be performed due to a force majeure event, the customer will have the option to:
 - **Reschedule the service** for a future date when normal operations resume, or
 - **Cancel the service**, in which case any prepaid amounts for services not provided will be refunded.

14.3. Limitation of Liability

• Finer Touch Valeting shall not be held liable for any indirect or consequential losses incurred by the customer as a result of cancellations or delays due to a force majeure event. This includes, but is not limited to, loss of income, loss of business, or any other financial loss.

• Any liability on the part of Finer Touch Valeting for direct losses shall be limited to the amount paid for the specific service that was affected by the force majeure event.

15. Heavily Soiled Vehicles

Vehicles that are deemed **heavily soiled** and require more than **3 hours** to valet will incur an additional **£10 - £15 surcharge** to cover the extra time and effort required, depending on the vehicle.